

21-C-00302-S3

1/15/2021 12:13 AM

General Civil and Domestic Relations Case Filing Information Form

☐ Superior or ☒ State Court of GWINNETT

County

Jana P. [Signature]
CLERK OF STATE COURT

For Clerk Use Only

Date Filed _____

MM-DD-YYYY

Case Number 21-C-00302-S3

Plaintiff(s)

VAN HORN, DEBRA JEAN

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Defendant(s)

SHELTON TRUCKING, LLC,

Last First Middle I. Suffix Prefix

HURLEY, THOMAS HURLEY, HUDSON INSURANCE

Last First Middle I. Suffix Prefix

COMPANY aka HUDSON INSURANCE GROUP,

Last First Middle I. Suffix Prefix

JOHN DOE, AND XYZ CORPORATION 1-5

Last First Middle I. Suffix Prefix

Plaintiff's Attorney KIMBERLY DeWITT MOWBRAYBar Number 567798Self-Represented ☐

Check One Case Type in One Box

General Civil Cases

- ☒ Automobile Tort
- ☐ Civil Appeal
- ☐ Contract
- ☐ Garnishment
- ☐ General Tort
- ☐ Habeas Corpus
- ☐ Injunction/Mandamus/Other Writ
- ☐ Landlord/Tenant
- ☐ Medical Malpractice Tort
- ☐ Product Liability Tort
- ☐ Real Property
- ☐ Restraining Petition
- ☐ Other General Civil

Domestic Relations Cases

- ☐ Adoption
- ☐ Dissolution/Divorce/Separate Maintenance
- ☐ Family Violence Petition
- ☐ Paternity/Legitimation
- ☐ Support – IV-D
- ☐ Support – Private (non-IV-D)
- ☐ Other Domestic Relations

Post-Judgment – Check One Case Type

- ☐ Contempt
- ☐ Non-payment of child support, medical support, or alimony
- ☐ Modification
- ☐ Other/Administrative

- ☐ Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

Case Number _____

Case Number _____

- ☒ I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.

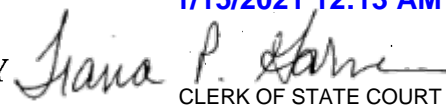
- ☐ Is an interpreter needed in this case? If so, provide the language(s) required. _____

Language(s) Required

- ☐ Do you or your client need any disability accommodations? If so, please describe the accommodation request.

EXHIBIT A

Version 1.1/18

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA
CLERK OF STATE COURT

DEBRA JEAN VAN HORN,

Plaintiff,

vs.

SHELTON TRUCKING, LLC, LARRY
THOMAS HURLEY, HUDSON
INSURANCE COMPANY aka HUDSON
INSURANCE GROUP, JOHN DOE and
XYZ CORPORATIONS 1-5,

Defendants.

CIVIL ACTION FILE

NO. 21-C-00302-S3

(SERVED WITH DISCOVERY)

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Debra Jean Van Horn, Plaintiff in the above-styled action, by and through undersigned counsel, and files this Complaint against Defendants Shelton Trucking, LLC, Larry Thomas Hurley, Hudson Insurance Company aka Hudson Insurance Group and XYZ Corps. 1-5, showing this Honorable Court as follows:

(1)

Defendant Shelton Trucking, LLC ("Defendant Shelton Trucking") is an Alabama Limited Liability Company authorized to conduct business in the state of Georgia and is subject to the jurisdiction of this Court. Defendant Shelton Trucking may be served with summons and process through its registered agent, Corporation Service Company, 40 Technology Parkway South, Suite 300, Norcross, Gwinnett County, GA 30092. Jurisdiction and venue are appropriate in this Court as to Defendant Shelton Trucking. Defendant Shelton Trucking has been properly served with process in this action.

(2)

At the time of the motor vehicle collision forming the basis of this Complaint, Defendant Larry Thomas Hurley (“Defendant Hurley”) was a resident of the State of Alabama, residing at 226 Lee Road 656, Valley, AL 36854, and operating a motor vehicle on a roadway within the State of Georgia (specifically, Bartow County). As such, Defendant Hurley is a “non-resident motorist” as that term is defined under O.C.G.A. § 40-12-1, et seq., and, therefore, may be served with summons and process by serving the Georgia Secretary of State. Jurisdiction and venue are appropriate in this Court as to Defendant Hurley as the collision forming the basis of this Complaint occurred in Bartow County, Georgia. Defendant Hurley has been properly served with process in this action.

(3)

At the time of the subject collision, Defendant Hudson Insurance Company aka Hudson Insurance Group (“Defendant Hudson”) provided a policy of liability insurance on behalf of Defendant Shelton Trucking, a common carrier for hire under Georgia Law, and Defendant Hurley, the same being insurance policy number HMU200115, which was in effect on March 8, 2019. Defendant Hudson is subject to suit by direct action pursuant to the provisions of O.C.G.A. § 40-2-140. Service may be made upon Defendant Hudson at its principal office address at 100 William Street, 5th Floor, New York, NY 10038 and/or at its office address in Georgia at 3301 Windy Ridge Parkway, SE, Atlanta, GA 30339. Defendant Hudson has been properly served with process in this action.

(4)

Should it be determined that another person or entity(s) was the at fault party(s), Plaintiff hereby names Defendants John Doe and XYZ Corporations. 1-5. The identity(s) of Defendants John Doe and XYZ Corps. 1-5 is unknown. Venue is appropriate in this Court.

(5)

On or about March 8, 2019, Plaintiff was traveling west on GA 20 near its intersection with Reynolds Bridge Road in Bartow County, Georgia, in the left lane.

(6)

At the same time and place, Defendant Hurley was traveling west on GA 20 near its intersection with Reynolds Bridge Road in Bartow County, Georgia, in the right lane, when, suddenly and without warning, Defendant Hurley changed lanes in front of Plaintiff's vehicle and continued on to the left-hand turn lane, causing a collision between his and Plaintiff's vehicles in the left lane.

(7)

The force of the impact caused Plaintiff's vehicle to then exit into the median and strike the ditch with its front, and further caused severe injuries to Plaintiff.

(8)

At the scene, Defendant Hurley initially misrepresented to the investigating officer(s) that he thought a strap was loose on his truck and tried to get over into the left turn lane to secure it. After the investigating officer's finding of mud on Defendant Hurley's vehicle's right-side tires and fresh mud on said vehicle's rear right mud flaps, however, Defendant Hurley changed his statement to the investigating officer(s) and stated that his trailer might have gone onto the shoulder, but he realized the shoulder was too soft for his vehicle's load.

(9)

At the time of the subject incident, Defendant Hurley was operating a commercial motor vehicle, which was owned by Defendant Shelton Trucking, in the course and scope of his employment with Defendant Shelton Trucking, as an agent of Defendant Shelton Trucking, and in furtherance of Defendant Shelton Trucking's business.

COUNT I – NEGLIGENCE & NEGLIGENCE PER SE

(10)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 9 of the Complaint as if restated herein.

(11)

At all times relevant, Defendant Hurley owed Plaintiff a duty to exercise ordinary care in the operation of a commercial motor vehicle and to obey state and federal laws and regulations, including laws related to rules of the road.

(12)

Defendant Hurley breached his duty of ordinary care and obeying State and Federal law, which caused the subject collision. More specifically, Defendant Hurley's negligent acts or omissions which caused said collision and resulting injuries and property damage include, but may not be limited to, the following:

- (A) Operating a motor vehicle recklessly and without due and proper regard for the safety of persons or property in violation of O.C.G.A. § 40-6-390, which is negligence per se;
- (B) Operating a vehicle in violation of O.C.G.A. § 40-6-241 by failing to exercise due care in the operation of the vehicle;
- (C) Improper turn/improper lane change in violation of O.C.G.A. § 40-6-123(a); and
- (D) With knowledge of the conditions present, failing to exercise ordinary care by not keeping attention on the roadway and by not keeping the vehicle under control so as to stop or take evasive maneuvers to avoid the collision.

(13)

As a direct and proximate result of Defendant Hurley's negligence, Plaintiff has incurred special damages which include, but may not be limited to, medical expenses, lost wages, mileage,

and other miscellaneous expenses. Specifically, Plaintiff's medical treatment necessitated by the subject collision is ongoing, and Plaintiff anticipates her total incurred medical expenses will exceed \$400,000.

(14)

As a direct and proximate result of Defendant Hurley's negligence, Plaintiff has incurred general damages, including pain and suffering.

COUNT II – VICARIOUS LIABILITY

(15)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 14 of the Complaint as if restated herein.

(16)

At the time and place of the subject collision, Defendant Hurley was operating a commercial motor vehicle, owned by Defendant Shelton Trucking, under Defendant Shelton Trucking's operating authority, in the course and scope of his employment with Defendant Shelton Trucking and as an agent of and in furtherance of Defendant Shelton Trucking's business.

(17)

Defendant Shelton Trucking is vicariously liable for the negligent acts and/or omissions of Defendant Hurley under the doctrine of *respondeat superior* and/or because Defendant Hurley is a statutory employee of Defendant Shelton Trucking.

(18)

As a direct and proximate result of Defendant Hurley's negligence, Plaintiff has incurred special damages, including without limitation, medical expenses, lost wages, mileage, and other miscellaneous expenses. Specifically, Plaintiff's medical treatment necessitated by the subject

collision is ongoing, and Plaintiff anticipates her total incurred medical expenses will exceed \$400,000, for which Defendant Shelton Trucking is vicariously liable.

(19)

As a direct and proximate result of Defendant Hurley's negligence, Plaintiff has incurred general damages, including physical and emotional pain and suffering, for which Defendant Shelton Trucking is vicariously liable.

COUNT III – NEGLIGENT ENTRUSTMENT

(20)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 19 of the Complaint as if restated herein.

(21)

At the time of the subject collision, Defendant Shelton Trucking owned or leased the vehicle operated by Defendant Hurley with the approval, knowledge, consent, and/or authorization of Defendant Shelton Trucking.

(22)

At the time of the subject collision, Defendant Hurley was unqualified, unfit, incompetent, and/or a habitually reckless driver, and should not have been permitted to operate the vehicle involved in the subject collision.

(23)

At the time of the subject collision, Defendant Shelton Trucking negligently entrusted its vehicle to Defendant Hurley with the knowledge that Hurley was unqualified, unfit, incompetent, and/or a habitually reckless driver.

(24)

As a direct and proximate result of Defendant Shelton Trucking's negligent entrustment, Plaintiff has incurred special damages, including without limitation, medical expenses, lost wages, mileage, and other miscellaneous expenses. Specifically, Plaintiff's medical treatment necessitated by the subject collision is ongoing, and Plaintiff anticipates her total incurred medical expenses will exceed \$400,000.

(25)

As a direct and proximate result of Defendant Shelton Trucking's negligent entrustment, Plaintiff has incurred general damages, including physical and emotional pain and suffering.

COUNT IV – NEGLIGENCE HIRING, TRAINING, RETENTION, SUPERVISION

(26)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 25 of the Complaint as if restated herein.

(27)

Defendant Shelton Trucking was negligent in hiring Defendant Hurley and entrusting him to drive a commercial motor vehicle.

(28)

Defendant Shelton Trucking was negligent in failing to properly train Defendant Hurley to obey the rules of the road and safely operate a commercial motor vehicle.

(29)

Defendant Shelton Trucking was negligent in failing to discharge Defendant Hurley after learning Hurley was unqualified, unfit, incompetent, and/or a habitually reckless driver whose driver's license was suspended before the subject collision.

(30)

Defendant Shelton Trucking was negligent in failing to promulgate and enforce company policies, procedures and rules for its drivers, including Defendant Hurley, for the protection of the public, including but not limited to Plaintiff.

(31)

As a direct and proximate result of Defendant Shelton Trucking's negligence in hiring Defendant Hurley, entrusting him with driving a commercial motor vehicle, and failing to adequately train and supervise Hurley, Plaintiff has incurred special damages, including without limitation, medical expenses, lost wages, mileage, and other miscellaneous expenses. Specifically, Plaintiff's medical treatment necessitated by the subject collision is ongoing, and Plaintiff anticipates her total incurred medical expenses will exceed \$400,000.

(32)

As a direct and proximate result of Defendant Shelton Trucking's negligence in hiring Defendant Hurley, entrusting him with driving a commercial motor vehicle, and failing to adequately train and supervise Hurley, Plaintiff has incurred general damages, including physical and emotional pain and suffering.

COUNT V – PUNITIVE DAMAGES

(33)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 32 of the Complaint as if restated herein.

(34)

Plaintiff is entitled to an award of punitive damages without limitation or cap because the actions of Defendants Shelton Trucking and Hurley and their agents were willful, wanton, and showed an entire want of care which would raise the presumption of conscious indifference to

consequences. Plaintiff is accordingly entitled to recover punitive damages, without limitation or cap, from Defendants, in accordance with the enlightened conscience of an impartial jury.

COUNT VI – DIRECT ACTION

(35)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 34 of the Complaint as if restated herein.

(36)

Pursuant to the terms and conditions of its policy of insurance and applicable Georgia law, Defendant Hudson is liable to Plaintiff directly and responsible for payment of damages incurred by Plaintiff as a result of the negligent acts of Defendants Shelton Trucking and Hurley.

COUNT VII – ATTORNEYS' FEES AND EXPENSES OF LITIGATION

(37)

Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 36 of the Complaint as if restated herein.

(38)

Plaintiff is entitled to request attorneys' fees and the expenses of litigation in that the actions on the part of the Defendants as described herein show that the Defendants, as well as their agents, have acted in bad faith in the transactions and dealings surrounding the subject incident. Defendants and their agents have been stubbornly litigious and have caused the Plaintiff unnecessary expense so as to entitle Plaintiff to the expenses of litigation and attorney's fees as defined by O.C.G.A. § 13-6-11. Defendants and their agents have acted in bad faith and have forced Plaintiff to file this lawsuit in order to receive compensation for her injuries.

WHEREFORE, Plaintiff prays that this Court award the following relief against Defendants:

(A) That process be issued;

(B) That reasonable damages be granted to Plaintiff and against Defendants for past, present and future general and special damages;

(C) That punitive damages be awarded, without cap;

(D) That Plaintiff be awarded attorneys' fees and costs of litigation in an amount to be proven at trial;

(E) That all costs of this action be cast against Defendants; and

(F) Such further relief as the Court deems just and proper.

Respectfully submitted, this 14th day of January, 2021.

THE FRY LAW FIRM

/s/ Kimberly DeWitt Mowbray

1720 Peachtree Street, NW
Suite 500
Atlanta, Georgia 30309
(404) 969-1284
(404) 969-1285 fax
randy@thefrylawfirm.com
kimberly@thefrylawfirm.com

RANDAL E. FRY
Georgia Bar No. 278799
KIMBERLY DeWITT MOWBRAY
Georgia Bar No. 567798
Attorneys for Plaintiff

IN THE STATE COURT OF GWINNETT COUNTY

21-C-00302-S3

1/15/2021 12:13 AM

STATE OF GEORGIA

Tiana P. Garner
CLERK OF STATE COURT

DEBRA JEAN VAN HORN

CIVIL ACTION
NUMBER: **21-C-00302-S3**

PLAINTIFF

VS.

HUDSON INSURANCE COMPANY aka

HUDSON INSURANCE GROUP

3301 Windy Ridge Pkwy, SE, Atlanta, GA 3039

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

THE FRY LAW FIRM
1720 PEACHTREE ST NE, SUITE 500
ATLANTA, GEORGIA 30309

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This **15TH** day of **JANUARY**, 20**21**.

TIANA P. GARNER,
~~Richard T. Alexander, Jr.,~~
Clerk of State Court

By *Vahitfa Stone*
Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

SC-1 Rev. 2011

IN THE STATE COURT OF GWINNETT COUNTY

21-C-00302-S3

1/15/2021 12:13 AM

STATE OF GEORGIA

Tiana P. Garner
CLERK OF STATE COURT

DEBRA JEAN VAN HORN

CIVIL ACTION

NUMBER: **21-C-00302-S3**

PLAINTIFF

VS.

HUDSON INSURANCE COMPANY aka

HUDSON INSURANCE GROUP

100 William ST, 5th Floor, New York, NY 10038

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

THE FRY LAW FIRM
1720 PEACHTREE ST NE, SUITE 500
ATLANTA, GEORGIA 30309

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This **15TH** day of **JANUARY**, 20**21**.

TIANA P. GARNER,

~~Richard T. Alexander, Jr.,~~
Clerk of State Court

By *Vahitfa Stone*
Deputy Clerk

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IN THE STATE COURT OF GWINNETT COUNTY

21-C-00302-S3

1/15/2021 12:13 AM

STATE OF GEORGIA

Tiana P. Garner
CLERK OF STATE COURT

DEBRA JEAN VAN HORN,

CIVIL ACTION
NUMBER: 21-C-00302-S3

PLAINTIFF

VS.

SHELTON TRUCKING, LLC

c/o Corporation Service Company, 40 Technology

Pkwy South, Ste 300, Norcross, GA 30092

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

THE FRY LAW FIRM
1720 PEACHTREE ST NE, SUITE 500
ATLANTA, GA 30309
404-969-1284

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 15TH day of JANUARY, 2021.

TIANA P. GARNER,

~~Richard T. Alexander, Jr.,~~
Clerk of State Court

By *Nahifa Store*
Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

SC-1 Rev. 2011

IN THE STATE COURT OF GWINNETT COUNTY

21-C-00302-S3

1/15/2021 12:13 AM

STATE OF GEORGIA

Tiana P. Garner
CLERK OF STATE COURT

DEBRA JEAN VAN HORN

CIVIL ACTION
NUMBER: **21-C-00302-S3**

PLAINTIFF

VS.

AUTO-OWNERS INSURANCE COMPANY

c/o CT Corporation System

289 S Culver ST, Lawrenceville GA 30056

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

THE FRY LAW FIRM
1720 PEACHTREE ST NE, SUITE 500
ATLANTA, GEORGIA 30309

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This **15TH** day of **JANUARY**, 20**21**.

TIANA P. GARNER,

~~Richard T. Alexander, Jr.,~~
Clerk of State Court

By

Nahifa Stone
Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

SC-1 Rev. 2011

IN THE STATE COURT OF GWINNETT COUNTY

21-C-00302-S3

1/15/2021 12:13 AM

STATE OF GEORGIA

Tiana P. Garner
CLERK OF STATE COURT

DEBRA JEAN VAN HORN

CIVIL ACTION
NUMBER: **21-C-00302-S3**

PLAINTIFF

VS.

LARRY THOMAS HURLEY
226 LEE ROAD 656
VALLEY, AL 36854

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

THE FRY LAW FIRM
1720 PEACHTREE ST NE, SUITE 500
ATLANTA, GEORGIA 30309

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This **15TH** day of **JANUARY**, 20**21**.

TIANA P. GARNER,
~~Richard T. Alexander, Jr.,~~
Clerk of State Court

By *Vahtifa Stone*
Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

SC-1 Rev. 2011

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Jana P. Starnes
CLERK OF STATE COURT

DEBRA JEAN VAN HORN,

Plaintiff,

vs.

SHELTON TRUCKING, LLC, LARRY
THOMAS HURLEY, HUDSON
INSURANCE COMPANY aka HUDSON
INSURANCE GROUP, JOHN DOE and
XYZ CORPORATIONS 1-5,

Defendants.

CIVIL ACTION FILE

NO. 21-C-00302-S3

RULE 5.2 CERTIFICATE OF SERVICE

This is to certify that, pursuant to Uniform Superior Court Rule 5.2, I am causing Plaintiff's First Request for Admissions, First Continuing Interrogatories and Request for Production of Documents to Shelton Trucking, LLC; Plaintiff's First Request for Admissions, First Continuing Interrogatories and Request for Production of Documents to Larry Thomas Hurley; Plaintiff's First Request for Admissions, First Continuing Interrogatories and Request for Production of Documents to Hudson Insurance Company aka Hudson Insurance Group; and Plaintiff's First Request for Admissions, First Continuing Interrogatories and Request for Production of Documents to Auto-Owners Insurance Company to be served personally, or as otherwise provided by law, on the following parties with the Summons and Complaint:

Shelton Trucking, LLC c/o Corporation Service Company 40 Technology Parkway South, Suite 300 Norcross, GA 30092	Larry Thomas Hurley 226 Lee Road 656 Valley, AL 36854
Hudson Insurance Company aka Hudson Insurance Group 100 William Street 5 th Floor New York, NY 10038	Hudson Insurance Company aka Hudson Insurance Group 3301 Windy Ridge Parkway, SE Atlanta, GA 30339
Auto-Owners Insurance Company c/o CT Corporation System 289 S. Culver Street Lawrenceville, GA 30056	

Respectfully submitted, this 14th day of January, 2021.

THE FRY LAW FIRM

/s/ Kimberly DeWitt Mowbray

1720 Peachtree Street, NW
Suite 500
Atlanta, Georgia 30309
(404) 969-1284
(404) 969-1285 fax
randy@thefrylawfirm.com
kimberly@thefrylawfirm.com

RANDAL E. FRY
Georgia Bar No. 278799
KIMBERLY DeWITT MOWBRAY
Georgia Bar No. 567798
Attorneys for Plaintiff

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

DEBRA JEAN VAN HORN

Plaintiff,

v.

SHELTON TRUCKING, LLC, LARRY
THOMAS HURLEY, HUDSON
INSURANCE COMPANY a/k/a HUDSON
INSURANCE GROUP, JOHN DOE and
XYZ CORPORATIONS 1-5

Defendants.

CIVIL ACTION
FILE NO.: 21-C-00302-S3

ACKNOWLEDGMENT OF SERVICE OF DEFENDANT LARRY THOMAS HURLEY

COMES NOW, Defendant Larry Thomas Hurley, by and through the undersigned counsel, and hereby acknowledges due, proper, and sufficient service of Plaintiff's Complaint. Other and further service is hereby waived.

Respectfully submitted this 17th day of March, 2021.

MCMICKLE, KUREY & BRANCH, LLP

/s/ Elenore C. Klingler

KEVIN P. BRANCH

Georgia Bar No. 111839

ELENORE C. KLINGLER

Georgia Bar No. 425190

Attorneys for Defendant Larry Thomas Hurley

217 Roswell Street, Suite 200

Alpharetta, GA 30009

Telephone: (678) 824-7800

Facsimile: (678) 824-7801

Email: kpblawfirm.com

eklingler@mkblawfirm.com

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the foregoing
ACKNOWLEDGMENT OF SERVICE OF DEFENDANT LARRY THOMAS HURLEY by
depositing same in the United States Mail in a properly addressed envelope with adequate postage
thereon to:

Randal E. Fry
Kimberly DeWitt Mowbray
The Fry Law Firm
1720 Peachtree Street, N.W., Suite 500
Atlanta GA 30309
Attorneys for Plaintiff

Clay S. O'Daniel
William S. Weston
O'Daniel McDonald, LLC
9040 Roswell Rd., Suite 500
Atlanta, GA 30350
*Attorneys for Shelton Trucking and Hudson
Insurance Company*

This 17th day of March, 2021.

/s/ Elenore C. Klingler

ELENORE C. KLINGLER
For the Firm

**IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

DEBRA JEAN VAN HORN,

Plaintiff,

v.

SHELTON TRUCKING, LLC, LARRY
THOMAS HURLEY, HUDSON
INSURANCE COMPANY aka HUDSON
INSURANCE GROUP, JOHN DOE and
XYZ CORPORATIONS 1-5,

Defendants.

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CIVIL ACTION FILE NO.:

21-C-00302-S3

**ACKNOWLEDGMENT OF SERVICE OF DEFENDANTS SHELTON TRUCKING, LLC
AND HUDSON INSURANCE COMPANY AKA HUDSON INSURANCE GROUP**

COMES NOW, Clay S. O'Daniel of O'Daniel McDonald, LLC, on behalf of
DEFENDANTS SHELTON TRUCKING, LLC and HUDSON INSURANCE COMPANY AKA
HUDSON INSURANCE GROUP hereby acknowledges due, proper and sufficient service of
Plaintiff's Complaint. Other and further service is waived.

Respectfully submitted this 17th day of March, 2021.

O'DANIEL MCDONALD, LLC

/s/Clay S. O'Daniel
Clay S. O'Daniel
Georgia Bar No. 843070
Joel P. Purser
Georgia Bar No. 748466
9040 Roswell Road, Suite 500
Atlanta, GA 30350-3939
(404) 419-6300
(404) 419-6301 (fax)
codaniel@odmclaw.com
wweston@odmclaw.com

Attorneys for Defendants Shelton Trucking, LLC
and Hudson Insurance Company aka Hudson
Insurance Group

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing
ACKNOWLEDGMENT OF SERVICE OF DEFENDANTS SHELTON TRUCKING, LLC AND
HUDSON INSURANCE COMPANY AKA HUDSON INSURANCE GROUP was duly served
upon all counsel of record by using the Odyssey eFileGA system for service to the below counsel
of record:

Kimberly DeWitt Mowbray
The Fry Law Firm
1720 Peachtree Street, NW
Suite 500
Atlanta, GA 30309

Kevin P. Branch
McMickle, Kurey & Branch, LLP
217 Roswell Street
Alpharetta, GA 30009

This 17th day of March, 2021.

/s/Clay S. O'Daniel
Clay S. O'Daniel

IN THE STATE COURT OF GWINNETT COUNTY

STATE OF GEORGIA

DEBRA JEAN VAN HORN,	*	
	*	
Plaintiff,	*	CIVIL ACTION FILE NO.:
	*	
v.	*	21-C-00302-S3
	*	
SHELTON TRUCKING, LLC, LARRY	*	
THOMAS HURLEY, HUDSON	*	
INSURANCE COMPANY aka HUDSON	*	
INSURANCE GROUP, JOHN DOE and	*	
XYZ CORPORATIONS 1-5,	*	
	*	
Defendants.	*	

**CONSENT MOTION TO DISMISS DEFENDANT HUDSON INSURANCE COMPANY
 AKA HUDSON INSURANCE GROUP WITHOUT PREJUDICE**

Plaintiff in the above-captioned matter, by and through counsel and with the consent of Defendants Shelton Trucking, LLC, Larry Thomas Hurley and Hudson Insurance Company aka Hudson Insurance Group, move pursuant to O.C.G.A. § 9-11-21 for an Order dropping and dismissing without prejudice Defendant Hudson Insurance Company aka Hudson Insurance Group as a party to this action.

WHEREFORE, Plaintiff prays that this Motion be granted, and that Defendant Hudson Insurance Company aka Hudson Insurance Group be dropped and dismissed without prejudice as a Defendant to this action.

[SIGNATURES ON FOLLOWING PAGE]

Respectfully submitted, this 17th day of March, 2021.

THE FRY LAW FIRM

O'DANIEL McDONALD, LLC

/s/Kimberly DeWitt Mowbray (signed
w/express permission by CSO)

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Attorneys for Defendants Shelton
Trucking, LLC and Hudson Insurance
Company aka Hudson Insurance Group

McMICKLE, KUREY & BRANCH, LLP

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Attorney for Defendant Larry Thomas Hurley

CERTIFICATE OF SERVICE

The undersigned attorney does hereby certify that a true and correct copy of CONSENT MOTION TO DISMISS DEFENDANT HUDSON INSURANCE COMPANY AKA HUDSON INSURANCE GROUP WITHOUT PREJUDICE was duly served upon all counsel of record by using the Odyssey eFileGA system for service to the below counsel of record:

Clay S. O'Daniel
O'Daniel McDonald
9040 Roswell Road, Suite 500
Atlanta, GA 30350

Kevin P. Branch
McMickle, Kurey & Branch, LLP
217 Roswell Street
Alpharetta, GA 30009

This 17th day of March, 2021.

/s/Kimberly DeWitt Mowbray (signed
w/express permission byCSO)
Kimberly DeWitt Mowbray

**IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

DEBRA JEAN VAN HORN,

Plaintiff,

v.

SHELTON TRUCKING, LLC, LARRY
THOMAS HURLEY, JOHN DOE and
XYZ CORPORATIONS 1-5,

Defendants.

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CIVIL ACTION FILE NO.:

21-C-00302-S3

**PROPOSED ORDER GRANTING CONSENT MOTION TO DISMISS
DEFENDANT HUDSON INSURANCE COMPANY AKA HUDSON
INSURANCE GROUP WITHOUT PREJUDICE**

The Plaintiff's Consent Motion to Dismiss Defendant Hudson Insurance Company aka Hudson Insurance Group Without Prejudice having been read and considered, IT IS HEREBY ORDERED that the Plaintiff's Consent Motion is GRANTED and Hudson Insurance Company aka Hudson Insurance Group is dismissed from this action without prejudice pursuant to O.C.G.A. § 9-11-21. The caption shall be amended accordingly as shown above.

SO ORDERED this ____ day of _____, 2021.

JUDGE CARLA BROWN
GWINNETT COUNTY STATE COURT

Prepared By:

/s/Clay S. O'Daniel
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**IN THE STATE COURT OF GWINNETT COUNTY
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DEBRA JEAN VAN HORN,

Plaintiff,

v.

SHELTON TRUCKING, LLC, LARRY
THOMAS HURLEY, JOHN DOE and
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Defendants.

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CIVIL ACTION FILE NO.:

21-C-00302-S3

**PROPOSED ORDER GRANTING CONSENT MOTION TO DISMISS
DEFENDANT HUDSON INSURANCE COMPANY AKA HUDSON
INSURANCE GROUP WITHOUT PREJUDICE**

The Plaintiff's Consent Motion to Dismiss Defendant Hudson Insurance Company aka Hudson Insurance Group Without Prejudice having been read and considered, IT IS HEREBY ORDERED that the Plaintiff's Consent Motion is GRANTED and Hudson Insurance Company aka Hudson Insurance Group is dismissed from this action without prejudice pursuant to O.C.G.A.

§ 9-11-21. The caption shall be amended accordingly as shown above.

SO ORDERED this 18 day of March, 2021.



JUDGE CARLA BROWN
GWINNETT COUNTY STATE COURT

Prepared By:

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